

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Funline Merchandise Company, Inc.		07/24/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	6100 Fairview Road, Suite 200		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	Bank (National Association):		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2830399	MUSCLE TUNER	
Registration Number:	2844104	THE ORIGINAL MUSCLE MACHINES	
Registration Number:	2847997	BLVD. BLASTERS	
Registration Number:	2868108	MUSCLE MACHINES	
CORRESPONDENCE DATA			
Fax Number:	(704)373-8839		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-373-8065		
Email:	rlucas@mcguirewoods.com		
Correspondent Name:	Gina M. Lucas		
Address Line 1:	100 N. Tryon Street, Suite 2900		
Address Line 2:	c/o McGuireWoods LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Gina M. Lucas		

OP \$115.00 2830399

Signature:

gina/m/lucas

Date:

07/31/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 24, 2008 (this "Agreement"), is made by **FUNLINE MERCHANDISE COMPANY, INC.**, a California corporation (the "Grantor"), in favor of **BANK OF AMERICA, N.A.**, in its capacity as administrative agent for each of the Lenders now or hereafter party to the Loan and Security Agreement (as defined below) (the "Agent").

RECITALS:

WHEREAS, the Grantor is a wholly-owned subsidiary of Motorsports Authentics, Inc., a Delaware corporation ("MA Inc.");

WHEREAS, MA Inc., Motorsports Authentics, LLC, a Delaware limited liability company, goracing.com, inc., a Delaware corporation, Action Sports Image, L.L.C., a Delaware limited liability company, Mass Retail Concepts, LLC, a Delaware limited liability company, Racing Collectables Club of America, Inc., a Delaware corporation, and Motorsports Trackside, LLC, a Delaware limited liability company, entered into that certain Loan and Security Agreement, dated as of July 10, 2008 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), with the Agent and the financial institutions party thereto from time to time as lenders;

WHEREAS, to induce the Secured Parties to continue to make and maintain extensions of credit under the Loan and Security Agreement, the Grantor entered into that certain Guaranty Agreement, dated as of the date hereof (the "Guaranty Agreement"), with the Agent;

WHEREAS, as collateral security for payment and performance of the Guarantor's Obligations (as defined in the Guaranty Agreement), the Grantor is willing to grant to the Agent, for the benefit of the Agent and the Lenders, as the case may be, a security interest in certain of its personal property and assets pursuant to the terms of this Agreement, including, without limitation, the Collateral referred to in Section 2 below;

NOW, THEREFORE, in consideration of the above premises and in order to induce the Lenders to make Loans under the Loan and Security Agreement, Grantor hereby agrees with the Agent for its benefit, and for the benefit of the Lenders, by acceptance hereof, as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in the Loan and Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, have the meanings provided for by the UCC to the extent the same are used or defined therein.

2. **Grant of Security.** As security for all of the Guarantor's Obligations (as defined in the Guaranty Agreement), the Grantor hereby pledges, assigns, charges, mortgages, delivers, transfers and grants to the Agent, for the benefit of the Agent and the Lenders, a continuing first priority security interest in, lien on, and right of set-off against, all of such Grantor's right, title and interest in, to and under the following property and assets of such Grantor, whether now owned or existing or hereafter acquired or arising, regardless of where located (the "Collateral"):

(a) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof (including without limitation each trademark and service mark registration and application for registration identified in Schedule A attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each trademark and service mark (collectively, the "Trademarks"); and

(b) any and all Proceeds of the foregoing.

3. **Recordation.** Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement. Grantor also authorizes the Agent to file any financing statement that indicates the Collateral as "all assets" or "all personal property" of such Grantor, or words to similar effect, and ratifies any action taken by the Agent to effect or perfect its Lien on any Collateral.

4. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Loan and Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. **Governing Law.** **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA.**

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

GRANTOR:

FUNLINE MERCHANDISE COMPANY, INC.,
a California corporation

By: Patrick R Harvey

Name: Patrick Harvey

Title: Treasurer

Address:

6301 Performance Drive
Concord, NC 28027

Attn: _____

Telecopy: _____

AGENT:

BANK OF AMERICA, N.A., as Agent

By: Rodney G. McSwain
Name: RODNEY G. MCSWAIN
Title: Sr. V. ce. President
Address: 6100 Fairview Road
Suite 200
Charlotte, North Carolina 28202
Attn: Rod McSwain
Telecopy: 704-553-6774

Trademarks

Registration #	Registration Date	Mark
2,830,399	04/06/2004	MUSCLE TUNER
2,844,104	05/18/2004	THE ORIGINAL MUSCLE MACHINES
2,847,997	06/01/2004	BLVD. BLASTER
2,868,108	07/27/2004	MUSCLE MACHINES